#### INTEROFFICE MEMORANDUM

TO:

JOANNE SLATER, TOWN CLERK

FROM:

JASON E. BOWSZA, FIRST SELECTMAN

SUBJECT:

2020-2023 AGREEMENT BETWEEN THE TOWN OF EAST WINDSOR AND

AFSCME COUNCIL 4, LOCAL 1303-166 PUBLIC WORKS UNION

DATE:

JULY 17, 2020

CC:

JOEL GAMACHE BRIAN NOVAK

LEN NORTON AMY O'TOOLE

Attached please find the fully executed original Agreement between the Town of East Windsor and AFSCME Council 4, Local 1303-166 Public Works Union.

In addition to the copy provided with this memo, an electronic copy will be available on the Town's website, Human Resources Department page

#### **AGREEMENT**

THIS AGREEMENT by and between the **Town of East Windsor** (hereinafter referred to as the "Town" or the "Employer"), and **Local 1303-166 of Connecticut Council #4, AFSCME, AFL-CIO** (hereinafter referred to as the "Union").

# ARTICLE I RECOGNITION

#### Section 1

Pursuant to the certification of the Connecticut State Board of Labor Relations dated May 22, 1981, the Town hereby recognizes the Union as the exclusive representative of all non-supervisory and non-clerical Department of Public Works employees for purposes of collective bargaining with respect to wages, hours and other conditions of employment, in accordance with the Municipal Employees Relations Act, as amended.

# ARTICLE II UNION SECURITY AND UNION DUES OR FEE CHECKOFF

#### Section 1

- a) Upon receipt of an employee's signed authorization to deduct Union membership dues, the Town agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the Union. Such deductions shall continue unless the employer is notified in writing by the union that the employee is no longer a member. The Union reserves the right to modify and or replace any such authorization form in accordance with the law and the member's intent. The Town will remit to the Union, amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. This section shall not be subject to the Grievance procedure stated in Article XXVI, below, and Employees may not file a grievance for any dispute relating to this section.
- b) All sums deducted shall be remitted to the Union each second pay period and shall be accompanied by a record of those from whom deductions have been made with the amounts of such deductions.

#### Section 2

All employees in the collective bargaining unit who are members on the effective date of this clause, shall for so long as they remain members, pay the Union a service fee, equivalent to the amount uniformly required of its members.

#### Section 3

a) The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, or proceedings arising out of, or by reason of, any action taken or not taken by the Employer in reliance upon the check-off provisions of this Agreement or on the correctness of any dues deduction authorization furnished by the Union to the Employer. The Employer shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity and the Union shall promptly defend such suits or proceedings without cost to the Employer, and in the event the Union fails to defend such suits or proceedings, the Employer shall undertake such defense and all costs thereof shall be charged to the Union.

b) The Employer shall not make deductions for those periods during which the employee has no earnings or in those periods in which the employee's earnings shall be less than the amount authorized for deduction.

#### Section 4

The employees shall have the use of the Highway Garage for their Local Union meetings.

#### Section 5

The Town of East Windsor agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. deduction provided for in a written authorization. Such authorization must be executed voluntarily by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union.

The Town agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

The Union agrees to hold the Town harmless from any claims arising as a result of any deduction made pursuant to this subsection.

# ARTICLE III NO DISCRIMINATION

#### Section 1

The policy of the Town and the Union is not to discriminate against any employee due to race, color, religion, national origin, sex, age, creed, sexual orientation, gender identity or expression, disability, marital status, political affiliations, or union membership.

#### Section 2

Neither the Union nor any of its representatives shall intimidate or coerce employees nor will it solicit members or conduct any union activities during working hours other than collective bargaining and handling of grievances as provided in this Agreement.

# ARTICLE IV SENIORITY

#### Section 1

The Town shall prepare a list of employees in the bargaining unit showing their seniority and length of service with the Town and deliver the same to the Union upon the signing of this Agreement. For purposes of layoff and recall pursuant to the Collective Bargaining Agreement, seniority is defined as continuous service of the employee in the Town's Department of Public Works, from the most recent date of hire. For all other purposes, seniority is defined as continuous service as a Town employee, from the most recent date of hire. The Town will furnish the Union with an updated seniority list each year during the month of July.

#### Section 2

The probationary period for all new employees shall be ninety (90) calendar days during which time the employee shall have no seniority rights. Employees may be terminated during the probationary period for any reason, and shall have no recourse to the grievance procedure

provided for in this Agreement. Upon satisfactory completion of the probationary period, the employee's seniority shall become effective from the date of hire. An employee's probationary period may be extended by mutual agreement of the Town and the Union.

#### Section 3

An employee shall lose all seniority rights upon the occurrence of any of the following:

- a) Resignation or quit.
- b) Discharge for just cause.
- c) Failure to observe the terms of a leave of absence, provided said terms have been communicated to the employee in writing at or prior to the time the leave was granted.
- d) Unauthorized absence from work for ten (10) consecutive working days.
- e) Retirement.
- f) Layoff in excess of two (2) years, or loss of recall rights pursuant to Article VI.

# ARTICLE V MANAGEMENT RIGHTS

#### Section 1

All rights, powers, authority and functions of the Town formerly exercised or exercisable by the Town shall remain vested exclusively in the Town except insofar as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include, but are not limited to: the full and exclusive control, management and operation of the Department of Public Works, the determination of the scope of the Department's activities; method of delivering services, including the right to determine processes, products, equipment and tools to be utilized; the establishment of job classifications and job descriptions; determination of the number and type of jobs; the determination of reasonable standards of work; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; the direction of the work force, including but not limited to, the right to hire, assign, layoff, recall, promote, transfer and discipline for just cause any of its employees; the right to maintain order and efficiency.

#### ARTICLE VI REDUCTION IN WORK FORCE

#### Section 1

The determination to reduce the size of the work force shall be solely in the Town's discretion. When the Town decides it is necessary to make such reductions, the following procedures shall be followed:

- a) Employees with least seniority within the classification in which reductions are to be made shall be laid off first.
- Employees to be laid off in one classification shall have the right to displace a less senior employee in a lower classification, provided that the employee has demonstrated ability to

perform the job requirements of said lower classification without the need of any training.

- c) Laid off employees with the most seniority shall be recalled first, provided they have demonstrated ability to perform the job requirements of the position being filled.
- d) Employees on layoff shall retain recall rights for a period of two (2) years from the date of layoff. During the two (2) year period, no new employee shall be hired until all employees have been given the opportunity to return to work in accordance with Section 1.c.
- e) Employees to be laid off shall be given at least two (2) weeks advance notice. The Union will be notified simultaneously.
- f) An employee may choose a layoff rather than placement in a lower classification pursuant to (b) above. Employees choosing to displace an employee in a lower classification pursuant to (b) above, shall receive the same rate of pay as was received by the displaced employee.
- g) Employees on layoff are required to maintain their current mailing address on file with the Town. Recall letters will be sent by certified mail to the address on file. Refusal by a laid off employee to accept recall to a position in comparable classification from which originally laid off shall result in the loss of further recall rights. Failure to respond to a recall notice within ten (10) working days from its date will be construed as a refusal to accept recall.

# ARTICLE VII REGULAR HOURS OF WORK

#### Section 1

The regular work week shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday. The work day shall be from 7:00 a.m. to 3:30 p.m., including the one-half (½) hour unpaid lunch period.

For the period of May 15<sup>th</sup> through September 15<sup>th</sup> hours of work may be 6:00 a.m. to 2:30 p.m., at the discretion of the Director of Public Works, including one-half (1/2) hour unpaid lunch period.

#### Section 2

Each employee shall receive one (1) paid mid-morning fifteen (15) minute (including any travel time) break per day. Such break shall be taken on the job site.

#### Section 3

Employees may flex their regular work day, on a case-by-case basis and with the prior approval from the Director of Public Works. Flexible working time means that, with prior Director approval, an employee may choose to shift his/her schedule by starting the day later or leaving earlier, or working through a break or meal time, however, the total of the daily working hours doesn't change. An employee may not grieve the denial of a request to flex his/her daily work schedule.

# ARTICLE VIII OVERTIME AND CALL-IN PAY

#### Section 1

Employees shall be compensated at time and one-half their regular straight time pay for all time

actually worked in excess of eight (8) hours in a regularly scheduled work day or forty (40) hours in the regularly scheduled work week.

#### Section 2

Overtime work assigned on a Sunday shall be compensated at double the employee's regular straight time hourly rate.

#### Section 3

Any employee who is called back into work after completion of a regularly scheduled work day or who is called in to perform unscheduled overtime on a day other than a regularly scheduled work day, shall receive payment at the applicable overtime premium rate for all hours worked but, with the exception of work performed opening and closing the parks, in no event less than three (3) hours at time-and-one-half and at double time on Sundays and holidays, with a four (4) hour minimum on Sundays and holidays. Time worked pursuant to this recall provision shall not be included in calculating any entitlement to overtime.

#### Section 4

- a) Overtime work shall be distributed equally among eligible full-time employees within the classification for which overtime is required.
- b) The Town shall maintain a list to insure equitable rotation of overtime. Individuals will be charged with having worked overtime for equalization purposes, whether or not the assignment is accepted, unless the individual is on vacation or sick leave when the overtime work becomes available. Regardless of the equalization requirements herein, any individual may be recognized to work overtime in emergency situations.

#### Section 5

- a) Compensatory time in lieu of overtime payment may be utilized by members of the bargaining group.
- b) Compensatory time shall be equal to overtime payment such as: one (1) hour overtime at time and one-half shall equal one and one-half (1 ½) hours of compensatory time, or one (1) hour at double time shall equal two (2) hours of compensatory time.
- c) Members may utilize any overtime hours worked in a combination of paid hours and compensatory time such as: ten (10) hours overtime worked at time and one-half may be recorded as five (5) hours to be paid (at 7.5 hour straight time wages), and seven and one-half (7.5) hours as compensatory time, for a total of fifteen (15) hours at straight time.
- d) It is the responsibility of the employee to record on the appropriate timesheet any such delegation of compensatory time as noted above, and the employee is encouraged to keep a copy of such a timesheet.
- e) Employees may accumulate up to a maximum of forty (40) hours compensatory time which must be used within one (1) year of when it was earned.
- f) Compensatory time may only be used during the period of April 1 through November 30 of each year or at other times with approval, and advance notice of not less than three (3) days to the applicable supervisor. Any request to utilize compensatory time must be approved by the supervisor, and shall not be unreasonably denied.

#### BEREAVEMENT

Section 1

In the event of death in an employee's immediate family, the Town agrees to grant time off with pay at the employee's normal rate for not more than three (3) scheduled working days up to and including the day of the funeral. "Immediate family" is defined as including mother, father, sister, brother, spouse, child, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law.

Section 2

The First Selectman may require reasonable documentation of the death and the relationship i.e., an obituary. If the documentation is not provided within a reasonable period of time, then the time off will be charged to vacation or personal leave as appropriate.

Section 3

An employee may request time off without pay for attendance at a funeral not otherwise covered by the provisions of this Article. Such request may be granted in the Employer's discretion. The Employer may require reasonable proof of death.

#### ARTICLE X SICK LEAVE

Section 1

Sick leave is defined as the authorized absence from duty with pay for any of the following reasons:

- a) Personal illness of the employee;
- b) Incapacity or injury to the employee not arising during the course of employment such that the employee is not eligible for Workers' Compensation.
- c) care for a sick member of the employee's immediate family. "Immediate family" is defined as including mother, father, sister, brother, spouse, child, grandparent, grandchild, fatherin-law, mother-in-law, son-in-law, daughter-in-law.

Section 2

Employees shall earn and accrue one and one quarter (1 ½) days of sick leave for each month of actual service. (Fifteen (15) days in any twelve (12) month period.) Sick days may be accumulated up to a maximum of one hundred sixty (160) days. Notwithstanding this one hundred sixty (160) day maximum, once an employee accrues one hundred sixty (160) days sick leave to their credit, then the sick leave earned in each subsequent twelve (12) month period shall be currently available for use during said twelve (12) month period in which it is earned.

Section 3

In order to earn sick leave credits in any month of service, an employee must have actually worked or been on approved vacation, military, or sick leave or workers' compensation a minimum of twenty (20) working days during the month.

Section 4

A medical certificate acceptable to the Employer may be required under the following circumstances:

- 1) For any absence of three (3) consecutive working days, or more;
- 2) For frequent or habitual absence or when there is reasonable cause for requiring such certificate.

Section 5

Upon death, retirement, layoff or voluntary termination after ten (10) years of service under the Town Pension Plan, payment of current wages shall be made to the employee or his beneficiary of unused sick leave according to the following schedule:

Twenty-five percent (25%) payment on accrued sick days up to and including one hundred sixty (160) days (forty (40) days maximum).

Section 6

Any employee who uses no sick leave in a fiscal year shall be awarded two (2) days off with pay, non-cumulative, in the following fiscal year.

# ARTICLE XI VACATION

Section 1

Employees shall earn and accrue vacation time in accordance with the following schedule:

a) Date of hire through completion of five (5) years continuous employment.

10 days per year

b) Beginning with the sixth (6th) year through completion of the tenth (10th) year of continuous employment.

15 days per year

c) Beginning with the eleventh (11th) year of continuous employment.

20 days per year

Section 2

The time for taking vacations must be approved by the Director of Public Works in advance. Only one employee may be on vacation at any given time during the winter season (November 1st to April 1st) for one-week maximum, and must be available for emergency call-in (Standby). Where more than one-employee is approved for vacations at the same time, only one employee at a time can be unavailable for Standby call-in circumstances. In cases where more than one employee requests vacation time and would be unavailable for Standby call-in, seniority shall control.

Section 3

Vacations may be approved in one-half (1/2)-day units or more. In order to earn vacation credits in any month of service, an employee must have actually worked or been on approved vacation, military, or sick leave or receiving workers' compensation for a minimum of twenty (20) working days during the month.

Section 4

Upon written notification to the First Selectman, unused vacation time may be accumulated. In any event, no more than 25 days may be carried over.

# ARTICLE XII OTHER LEAVE TIME

Section 1

Each employee, upon satisfactory completion of the probationary period, shall be credited with four (4) personal leave days which may be utilized in the first year of employment. Thereafter, on the employee's anniversary date of hire, the employee shall be credited with four (4) personal leave days which may be used in the ensuing year. Personal days may not be accumulated from one year to another.

Section 2

Request to use personal days must be made to the Employer in writing at least three (3) days in advance. In emergency situations, this requirement shall be waived by the Employer.

Section 3

Personal leave may be utilized in increments of not less than half days.

Section 4

Jury Duty. Employees who are required to serve jury duty shall be permitted to leave with full pay to do so, provided the Town is reimbursed by the employee to the extent compensation is received as a juror, and provided further that the employee shall report to work immediately upon being notified by the court that jury service is no longer required on a given day if such notice is received prior to 11:00 A.M. that day.

# ARTICLE XIII HOLIDAYS

Thanksgiving Day

Day after Thanksgiving

#### Section 1

Employee shall receive the following holidays:

New Year's Day

Memorial Day

Martin Luther King Day

Independence Day

Labor Day

Christmas

President's Day

Columbus Day

Columbus Day

Good Friday

Veteran's Day

Section 2

Normally, when a holiday occurs, employees shall receive the day off with pay. Employees who are required to work on the holiday shall be paid double time for all hours actually worked on the holiday.

Section 3

To the extent applicable, holidays shall be observed as indicated in the Connecticut General Statutes. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

Section 4

In order to be eligible for a holiday, an employee must be at work or on an approved sick leave, vacation or other leave with pay the day immediately preceding and following the day on which the holiday is observed.

For purposes of this Section, Workers' Compensation is considered to be leave with pay only so long as the employee is receiving the differential between statutory compensation and full pay as provided for in this Agreement.

# ARTICLE XIV PENSIONS

Section 1

Until the ongoing negotiations between the Union and the Town Pension Negotiation Team are completed, the Pension Plan previously in existence shall be continued and employees shall be entitled to such benefits as may be applicable under such. The Pension negotiations may reopen July 1, 2020.

Section 2

Until the ongoing negotiations between the Union and the Town Pension Negotiation Team are completed, one hundred percent (100%) vesting shall be attained after five (5) years of service with the Town (years of service is defined in the Pension Plan).

Section 3

Until the ongoing negotiations between the Union and the Town Pension Negotiation Team are completed, final average earnings shall be based on the average compensation for the highest three (3) consecutive calendar years of employment.

# ARTICLE XV INSURANCE

Section 1

a). Medical benefits are as stated in the attached Appendix B. Effective July 1, 2020, the State of Connecticut Insurance Partnership 2.0 shall be the insurance plan for the Union members. The Town may offer the Union members and retirees an insurance plan substantially equivalent to this plan. If the current health plan is terminated by the provider, then the Town reserves the right to return to an insurance plan substantially equivalent to the High Deductible Health Plan with Health Savings Account as provided for in the Collective Bargaining Agreement in place prior to this Agreement. b) Employees shall contribute toward health and dental insurance premiums each year of this contract as follows:

Effective July 1, 2020, the Town will pay 85% of the insurance premium, Union members shall pay 15% of the premium.

Effective July 1, 2021, the Town shall pay 85% of the cost of the insurance premiums, the Union members shall pay 15% of the premium.

Effective July 1, 2022, the Town shall pay 85% of the cost of the insurance premiums, the Union members shall pay 15% of the premium.

Section 2

Retired employees shall be able to purchase the medical care insurance set forth in Section 1 above at the cost paid by the Town in carrying said insurance, provided such purchase is approved by the insurance carrier, and provided further that said purchase does not create a substantial rate increase as determined by the Board of Selectmen.

Section 3

All employee contributions to the cost of insurance made pursuant to the terms of this Article shall be subject to an IRS Section 125 pre-tax arrangement.

Section 4

Employees may purchase through payroll deduction and subject to an IRS 125 pre-tax plan where applicable, supplemental insurance coverage such as: long-term care insurance; short-term or long-term disability insurance; or other coverage which may be available through the Town's carriers or other carriers, and upon mutual agreement of the Town and the Union.

Section 5

a) Any eligible employee may elect to waive the medical care insurance coverage, and in lieu thereof, will receive a yearly sum of \$5000. Employees who elect to make such a waiver shall notify the Town in writing by July 1 of any year of this agreement that he/she is canceling his/her participation and coverage and the participation and coverage of his/her dependent(s) in the insurance plans.

The Town shall make payment to all employees eligible in accordance with the above in the following manner:

One-half on the first pay date in December; and One-half on the first pay date in June.

- b) Any eligible employee who has notified the Town in accordance with Section 5a above and whose insurance coverage and participation has been canceled, or any eligible employee not now participating in the insurance plan(s) who had a change of circumstances may apply in writing to the Town to be included in the insurance plan(s). Upon such request and subject to any regulations, restrictions or waiting periods which may be in effect by the insurance carrier, the eligible employee shall be reinstated.
- c) Any eligible employee who enrolls in the insurance plan(s) in accordance with Section 1 shall receive pro rata payment for those months during which he/she was not participating in or covered by the insurance plan(s) at no expense to the eligible employee.

#### Section 6

The Town will provide following additional health insurance for eligible employees only:

- 1) The Town shall provide for eligible employees dental insurance (See Appendix C for detail of the plan), or an equivalent plan. The Town shall pay ninety-three (93) percent of the total premium cost of the coverage. The Town shall also allow the employee to choose dependent coverage with the employee being responsible for fifty (50%) percent of the cost of such additional premiums.
  - b) Group Life Insurance in the amount of Seventy-Five thousand (\$75,000.00) Dollars after one (1) year of continuous service from the date of most recent hire.

# ARTICLE XVI GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

The term "grievance" is defined as an alleged violation, misapplication or misinterpretation of any of the specific provisions of this Collective Bargaining Agreement.

Section 2

**Step I.** Within ten (10) days from the date the employee or the Union knows, or in the exercise of reasonable diligence should have known of the event giving rise to the grievance, the employee and/or Union Steward shall present the grievance in writing to the immediate supervisor, on a form agreed to by the parties. The supervisor shall attempt to resolve the matter at this level. In any event, the supervisor shall respond to the grievance in writing within three (3) working days.

**Step II.** If the employee and/or the Union are dissatisfied with the response at Step I, a meeting with the First Selectman must be requested within five (5) working days from receipt of the Step I response. Thereafter, the First Selectman or his/her designee shall schedule a meeting within five (5) working days to review the grievance with all concerned parties. The First Selectman, or the designee, shall reply to the grievance in writing within five (5) working days after the date of the conference.

**Step III.** The Union may elect to seek mediation of the grievance before the Connecticut State Board of Mediation and Arbitration. This request shall be made in writing and submitted to the Board, with a copy to the First Selectman, not later than twenty (20) working days after the Step II reply.

**Step IV.** If the Union seeks arbitration of the grievance, it shall have twenty (20) working days from receipt of the Step II reply or the mediation meeting, as the case may be. This request is to be filed with the Connecticut State Board of Mediation and Arbitration, with a copy to the First Selectman.

Arbitration fees and expenses shall be paid as required by the State Board of Mediation and Arbitration. Each party shall be responsible for the cost of presenting its respective case.

Section 3

The arbitrator(s) provided for in Step IV shall conduct a hearing at which the facts and arguments relating to the grievance shall be heard. The arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation and application of the provisions of this Agreement. The arbitrator(s) shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of the Agreement in effect at the time of the occurrence. The decision of the arbitrator(s) shall be final and binding upon both parties, provided it is in accordance with the law.

Section 4

The foregoing provision for State arbitration notwithstanding, the Town reserves the right to have the grievance at Step IV submitted to the American Arbitration Association within thirty (30) days of the decision at the prior step with the Town paying the full costs of the AAA proceedings.

#### Section 5

In the event a reply to a grievance is not forthcoming within the allotted time, and the parties cannot agree to an extension of such time, the matter may be pursued to the next level.

# ARTICLE XVII DISCIPLINE

Discipline shall be administered for just cause and generally in accordance with the principles of progressive discipline when appropriate. Disciplinary action may include, but is not limited to, the following:

a. verbal warningb. written warning

c. suspension without pay

d. discharge

Depending upon the severity of the misconduct or performance deficiency, progressive discipline may not be applicable. Serious misconduct, arrest or indictment for a crime may result in immediate suspension without pay subject to a subsequent hearing.

# ARTICLE XVIII NO STRIKE/NO LOCKOUT

#### Section 1

It is agreed by and between the parties hereto that there will be no concerted failure to report to work or refusal to render services, cessation or interruption of work, slowdown, strike or lockout during the term of this Agreement or any extension hereof by agreement or operation of law.

# ARTICLE XIXI PROMOTIONAL PROCEDURE

#### Section 1

When the Town decides to fill vacant bargaining unit positions, announcement of said vacancies together with a statement of the qualifications required shall be conspicuously posted for not less than ten (10) days prior to filling. Interested employees who believe they are qualified may apply for the opening.

#### Section 2

When the Town decides to fill a promotional level position within the bargaining unit, it will first consider qualified bargaining unit employees. The determination as to whether an employee is qualified is solely up to management. Applicants will be evaluated on the basis of their back ground, prior work history and overall qualifications for the job in question. If it is determined that two bargaining unit employees possess relatively equal qualifications, then the senior employee shall be given the position, subject to the ninety (90) day probationary period. Any employee promoted pursuant to this procedure who does not satisfactorily complete the ninety (90) day probationary period shall be restored to his/her former position.

#### Section 3

An employee selected to fill a vacant position in a higher classification shall receive the rate of pay of that classification upon the successful completion of the ninety (90) days probationary period.

# ARTICLE XX MISCELLANEOUS WORKING CONDITIONS

Section 1

An employee who is assigned to work at a higher rated classification shall be paid the rate of the higher classification provided the employee performs the higher rate job for at least six (6) hours on the day in question, and he will be paid the higher rate only for those hours worked at that level. This does not in any way amend any of the provisions of Article XVIII regarding a ninety (90) day probationary period.

Section 2

A copy of any written rules and/or directives prepared by the Town concerning employees will be furnished to the Union at the time of issuance.

Section 3

The Town will provide eleven (11) uniforms with an optional cleaning service for same (cleaning to be done only after the employee's request), at no cost to the employees.

Section 4

Employees who become entitled to workers' compensation benefits shall receive the difference between the amount of statutory compensation and their regular net take-home pay for a period not to exceed one hundred eighty (180) calendar days per injury, including any recurrence thereof.

Section 5

The Town and the Union shall cooperate fully to enforce safety rules and regulations. Employees will be provided with safety gear and equipment as required by law, and one (1) set of rain gear per employee which shall be replaced as necessary. Employees will be reimbursed up to \$250.00 per year upon presentation of receipts identifying monies paid for the purchase of safety shoes.

Section 6

Employees shall be paid on alternating Thursdays for work performed during the previous (2) weeks.

Section 7

Each bargaining unit employee shall maintain a CDL endorsement on their motor vehicle operator's license. Employees who utilize the physician previously selected by the Town to perform physical examinations required by the DOT for such endorsements shall have such examinations paid for by the Town annually.

#### ARTICLE XXI WAGES

Section 1

Wage increases shall be as follows:

July 1, 2020 – 1.25 %

July 1, 2021 – 1.85 %

July 1, 2022 - 2 %

Hourly Rates (see Attachment A).

#### Section 2

The position of Crew Chief shall be paid 3.75% more than the Maintainer Mechanic. The position of the Working Foreman shall be paid seven and one-half (7.5%) percent per hour more than the Maintainer Mechanic.

#### Section 3

New employees shall be hired at Maintainer II level, Maintainer/Facilities II or Maintainer Parks & Grounds II at the "first six (6) months rate" (see Attachment A), increased to the "after six (6) months rates" with successful job performance after the first 6 months. At the end of three (3) years from original date of hire, the employee becomes a Maintainer I, Maintainer/Facilities I or Maintainer Parks & Grounds I at the current contract rates subject to satisfactory performance as determined by the First Selectman.

#### ARTICLE XXII DURATION

#### Section 1

This Agreement shall be effective from July 1, 2020 and shall remain in full force and effect until June 30, 2023, in accordance with the Municipal Employee Relations Act.

# 

Date:

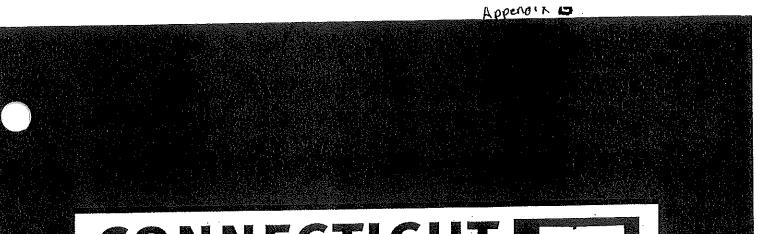
#### TOWN OF EAST WINDSOR

#### Public Works Union Contract

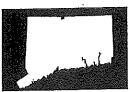
July 2020 through June 2023

#### Attachment B - Hourly Wages

	7/1/2020	7/1/2021	7/1/2022
Working Foreman	\$34.77	\$35.41	\$36.12
Crew Chief	\$33.55	\$34.17	\$34.86
Maintainer Mechanic	\$32.34	\$32.94	\$33.60
Equipment Operator	\$32.06	\$32.65	\$33.30
Maintainer I	\$31.71	\$32.30	\$32.94
Maintainer II			•
a) first 6 months	\$23.90	\$24.34	\$24.82
b) after 6 months	\$27.01	\$27.51	\$28.06
Maintainer/Facilities I	\$31.71	\$32.30	\$32.94
Maintainer/Facilities II			
a) first 6 months	\$27.91	\$28.43	\$29.00
b) after 6 months	\$28.51	\$29.04	\$29.62
Maintainer Parks and Grounds I	\$31.71	\$32.30	\$32.94
Maintainer Parks and Grounds II	•		•
a) first 6 months	\$23.90	\$24.34	\$24.82
b) after 6 months	\$27.01	\$27.51	\$28.06



# CONNECTICUT PARTNERSHIP PLAN



## A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150\*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.anthem.com/statect to find out if your doctor, hospital or other medical provider is in Anthem's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.



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# POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE

**IN-NETWORK** 

**OUT-OF-NETWORK** 

Annual Deductible (amount you pay	Individual: \$350	Individual: \$300
before the Plan starts paying benefits)	Family: \$350 per member (\$1,400 maximum)	Family: \$900
	Waived for HEP-compliant members	
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum	Individual: \$2,000	Individual: \$2,300 (includes deductible)
(amount you pay before the Plan pays 100% of allowable/UCR* charges)	Family: 4,000	Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 CODAY (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 CODAY (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$o copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays¹  ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$o (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility.

Outside your carrier's immediate service area: no co-pay.



POS MEDICAL BENEFIT SUMMARY

IN-NETWORK

**OUT-OF-NETWORK** 

BENEFIT FEATURE

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Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$o	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$o	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment  **Inpatient	\$o	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$o 	20% of allowable UCR* charges
**Outpatient Surgery	\$o	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$o	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$o (3o visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

<sup>\*</sup>Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

<sup>\*\*</sup> Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

# Be the picture of health

Check out these programs and services to be your healthy best

# Need a doctor? Choose a State of Connecticut preferred doctor and save

When you see a Primary Care Physician (PCP) or specialist in your State of Connecticut preferred network (also referred to as Tier 1 in your health plan), there's no office visit copay. These doctors cost less than doctors outside of your plan.

- Visit anthem.com/statect and choose Find a Doctor.
- Call the Enhanced Member Service Unit at 1-800-922-2232, for more information or to find out if your doctor is in Tier 1.

# Use Site-of-Service providers to get 100% coverage for lab tests, X-rays, and high-cost imaging

Site-of-Service (SOS) providers give you 100% coverage with a \$0 copay. Your plan will cover only 80% of the cost when you get these services from other providers.

Call the Enhanced Member Service Unit at 1-800-922-2232
 lo learn more.

#### Find support for mental health issues

If you or a family member needs mental health or substance use care or treatment, we have specialists and designated programs that can help and/or direct you to the type of care that you need.

- Call an Anthem Behavioral Health Care Manager at 1-888-605-0580.
- Visit anthem.com/statect.

# See a doctor, psychologist or therapist from home or work with LiveHealth Online

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam. Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice, if needed.<sup>2</sup> If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.<sup>3</sup>

 Learn more and enroll at livehealthonline.com or use the free mobile app.





#### How to find care right away when it's not an emergency

The emergency room shouldn't be your first stop — unless it's a true emergency (then, call 911 or go to the ER). Depending on the situation, there are different types of providers you can see if your doctor isn't available.

- Visit a walk-in doctor's office, retail health clinic or urgent care center.
- Have a video visit with a doctor through LiveHealth Online.
- Call 24/7 NurseLine at 1-800-711-5947 to speak with a nurse about symptoms or get help finding the right care.

#### Get access to care wherever you go

If you travel out of Connecticut, but are in the U.S., you have access to doctors and hospitals across the country with the BlueCard® program. If you travel out of the U.S., you have access to providers in nearly 200 countries with the Blue Cross and Blue Shield Global Core® program.

 Call 1-800-810-BLUE (2583) to learn more about both programs. If you're outside the U.S., call collect at 1-804-673-1177.<sup>3</sup>

#### It's easy to manage your benefits online and on the go

- Find a doctor, check your claims and compare costs for care near you at anthem.com/statect.
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store® or Google PlayTM) for benefit information and to show your ID card, get directions to a doctor or urgent care center and much more

#### Customer service helps you get answers and much more

The State of Connecticut Enhanced Member Service Unit can give you information on benefits, wellness programs and services and everything mentioned in this flier.

- Call them at 1-800-922-2232.
- · Visit anthem.com/statect.

1 Designated as Tier 1 in our Find a Doctor tool. Eligible specialties include allergy and immunology, cardiology, endocrinology, ear nose and throat (ENT), gastroenterology, OB/GYN, ophthalmology, orthopedic surgery, rheumatology and urology. 2 Prescription availability is defined by physician judgment and state regulations.

Prescription availability is defined by physician judgment and state regulation
 Appointments subject to availability of therapist.

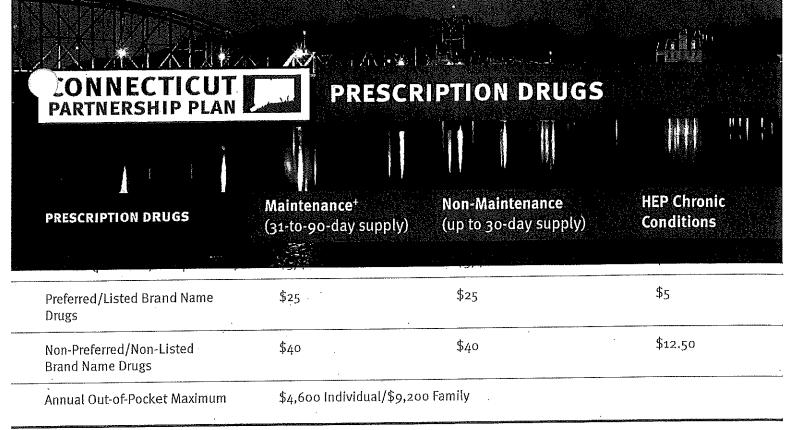
4 Blue Cross Blue Shield Association website: Coverage Home and Away (accessed March 2019):

bcbs.com/already-a-member/coverage-home-and-away.html.

LiveHealth Online is the trade name of Health Menagement Corporation, a separate company, providing telehealth services on behalf

of Anthem Blue Cross and Blue Shield. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc.

ilicensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.



<sup>+</sup> Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request sting that the brand name drug is medically necessary.

#### Preferred and Non-Preferred Brand-Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at

www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

#### If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic rug if one is available, unless your doctor completes caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

#### Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mailorder pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at www.osc.ct.gov).



### Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2020 HEP Requirements:

PREVENTIVE	AGE						
SCREENINGS	0 - 5	6-17	18-24	25-29	30-39	40-49	50#
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49	As recommended by physician
Cervical Cancer Screening	N/A	N/A	Pap smear every 3 years (21+)	Pap smear every 3 years	Pap smear only every 3 years or Pap and HPV combo screen- ing every 5 years	Pap smear only every 3 years or Pap and HPV combo screen- ing every 5 years	Pap smear only every 3 years or Pal and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years; Annual FIT/ FOBT to age 75 or Cologuard screening every 3 years



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.



and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per nonth higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

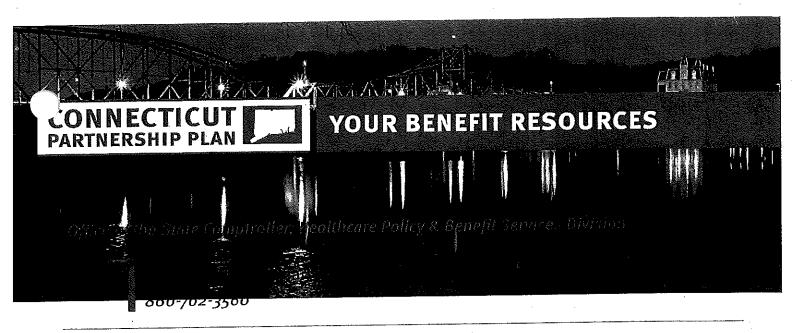
Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

#### **Sare Management Solutions**

(877) 687-1448 Monday - Thursday, 8:00 a.m. - 6:00 p.m. Friday, 8:00 a.m. - 5:00 p.m.



Anthem Blue Cross and Blue Shield

www.anthem.com/statect

Enhanced Dedicated Member Services: 1-800-922-2232

Caremark (Prescription drug benefits)

www.caremark.com

1-800-318-2572

CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct 1-800-244-6224

Health Enhancement Program (HEP) Care Management Solutions (an affiliate of ConnectiCare)

www.cthep.com 1-877-687-1448

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

# Cigna Dental Partnership Plans Effective 7/1/2020-9/30/2020

Rates below are for new groups effective 7/1/2020-930/2020 For network access information please contact the Partnership Plan for more details Please contact the State Partnership Plan for a comparison vs current or to discuss a custom plan.

	Option 1: DPPO Plan 1	Option 2: DPPO Plan 2			
	with or without DHWO	with or without DHMO	Offe	Offer Current State Plans	
Plan Name	Plan 1	는 기술에 있다.	- ଅଧିକ	Silicated	SOI/II+(G
Network	Any dentist	Any dentist	Any dentist	State of CT DPPO	State of CT DHMO
Out of Network Coverage	Yes	Yes	Yes	(MAC)	<sub>S</sub>
Annual deductible	\$25/individual, \$75/family	None	None	\$25/individual, \$75/family	None
Deductible waived for	Orthodontia	not applicable	not applicable	Preventive & Orthodontia	not applicable
Annual maximum per person	\$1,000 Annual Max applies, No annual max	\$1,500 Annual Max applies, No annual max	Unlimited \$500 Annual Max except	83,000	Unlimited
Periodontal Care Maximum per person	for Periodontal cleanings, Scaling & Root Planing	for Periodontal cleanings, Scaling & Root Planino	Periodontal cleanings, Scaling & Root Planing	Annual Max Applies	None
	n j	9			No dollar annual max,
Implant Maximum (per calendar year) Lifetime Maximum per person	Not covered \$1,500	Not Covered \$1,500	Not Covered Not covered	\$500 \$1,500	frequency max applies None
Preventative	-				
X-Ray	100%	100%	100%	100%	covered
Cleanings	100%	700%	100%	100%	covered
Oral Exam	,00L	700%	%00L	100%	covered
Fluoride Sealants	100%	%001 100%	%08 %08	100%	covered
e w m					
Fillings	80%	80%	80%	80%	copay applies
Emergency Care	%08	%08	%08	%08	covered
Endodontics	80%	%08	80%	80%	copay applies
Penodontal Cleaning	%06 %06	%08 %08	%0°	700%	copay applies
Penodontal: All Other Denture Bridge Crown Repair	%0c	%00 %08	%08 80%	%00 %08	copay applies
Simple Extractions	%08	80%	%08	%08 %08	copay applies
General Anesthetics	not covered	%08	not covered	%08	copay applies
LO IN					
Crown/Inlay/Onlay	50%	%19	67%	67%	copay applies
Dentures	not covered	%29	not covered	20%	copay applies
Bridges	not covered	%29	not covered	20%	copay applies
Space Maintainers	20%	100%	67%	%08 %08	copay applies
Oral Surgery (non Simple Extractions)	%05	%08 -	9/19	%08 0%08	copay applies
Implants	not covered	not covered	not covered	%nc	copay applies
Orthodontia					
Braces Child & Adults	50% Yes	50% Child only	Not covered Not covered	50% Yes	copay applies Yes
Rates					
Employee		\$	·	69 (	<b>63</b> (
Employee + 1 Employee + Family	\$ 131.18	\$ 101.25 \$ 165.12	\$ 101.05	4 87.03	94,5 66,65
,	MANAGEMENT CO.	,			

Please note the exhibit is a high level overview of the benefits, full benefit summaries by plan are available by contacting the State Partnership Plan.

<sup>\*</sup> All benefits mirror the State plan, changes made post 7/1/2020 will be applied to the Partnership group on 7/1/2021

#### State of Connecticut Partnership Plan 2.0 - Vision

Effective Dates: July 01, 2020 - June 30, 2021 (New Groups)

This is a summary of benefits for your vision plan.

	Ciona Vision Benefits	
Benefit	In-Network	Out-of-Network
Materials Copay	\$0	N/A
Single Vision Lenses	Covered in Full	\$40 Allowance
Bifocal Lenses	Covered in Full	\$65 Allowance
Trifocal Lenses	Covered in Full	\$75 Allowance
Lenticular Lenses	Covered in Full	\$100 Allowance
Contact Lenses (Retail Allowance)		
Elective	\$360 Allowance	\$345 Allowance
Therapeutic	Covered in Full	\$345 Allowance
Frame (Retail Allowance)	\$175 Allowance	\$126 Allowance

#### Cost Per Employee Per Month

 Employee Only
 \$ 7.48

 Employee + 1
 \$ 13.85

 Employee + Family
 \$ 22.57

Frequency is 12 months for lenses, contact lenses, and frames.

#### In-Network Benefits include:

One pair of prescription plastic or glass lenses, all ranges of prescriptions (powers and prisms) Lens Options:

Standard Polycarbonate: covered for under 18 years of age; min. 20% save, \$40 out-of-pocket max. for adults

Oversize lenses: covered under plan

Rose Tints: #1 and #2 - covered under plan

Solid Tints: min. 20% save, \$15 out-of-pocket max.

Gradient Tints: \$20 out-of-pocket max.

Standard photochromic: 20% save, \$78 out-of-pocket max.

Standard anti-reflective coating: min. 20% save, \$45 out-of-pocket max.

Standard scratch/UV coating: min. 20% save, \$17 out-of-pocket max.

Progressive lenses: covered up to bifocal lens amount with 20% savings on the difference;

\$81 out-of-pocket max, for standard lens

One frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance. One pair or a single purchase supply of contact lenses - in lieu of lenses and frame benefit, (may not receive contact lenses and frames in same benefit year). Allowance applied towards cost of supplemental contact lens professional services (including the fitting and evaluation), and contact lens materials.

Vision Network Savings Program:

Minimum 20% savings on additional purchases of frames and/or lenses, including lens options, with a valid prescription; offered savings does not apply to contact lens materials. Check with your Cigna Vision Network Provider for details.

#### To Locate a Provider:

1. www.cigna.com Online Provider Directory:

Click on "Find a Doctor" at the top of the page.

Choose the "Eye Doctor" radio button and enter your search criteria.

2. www.myCigna.com: You can search for a provider by name, specialty or location after you enroll for coverage and your plan has taken effect.

